

In the United State District Court
Northern District of Georgia
Atlanta Division

America 2030 Capital Limited)	
)	
Plaintiff)	
v.)	Case No:
)	
Chengyu Fang)	
)	
Defendant)	
_____	/	

COMPLAINT FOR BREACH OF CONTRACT AND DAMAGES

Comes now Plaintiff America 2030 Capital Limited, by and through their attorneys file this Complaint for damages against Chengyu Fang, its representatives and affiliates.

1. PARTIES

The Plaintiff America 2030 is an international Lending Company incorporated in Colorado but domiciled in Georgia with principal address at 1301 Shiloh Rd, Suite 1231, Kenessaw Georgia, 30144. The Defendant Chengyu Fang is a Foreign corporations located in Room B & C, 31F, Block B, Billion Center, No 1 Wang Kwong Road, Kowloon Bay, Hong Kong China.

2. JURISDICTION AND VENUE

Jurisdiction is proper in the federal court through diversity Jurisdiction as the case is international between the Plaintiff, a Corporation domicile in Georgia and the Defendant a foreign corporation domiciled in Hong Kong China and the amount in controversy exceeds \$75,000. Venue is proper as substantial transaction regarding this contract was carried out between the Plaintiff and the Defendant in Georgia over the Internet.

3. STATEMENT OF FACT

4. On or around June, 2018, Defendant Chengyu Fang executed a loan agreement contract for the principal amount of \$22,000,000(Twenty two Million dollars).
5. The contract required that the Defendant transfer and deposit a pledge collateral of shares of Hosa International Limited of about \$22,000,000 in stocks and provide for plaintiff's successful valuation of Defendant Chengyu Fang transferred Stocks.
6. That after signing the contract, the Defendant has refused to transfer the Pledged collateral to the Lender's Depository Broker and all efforts requesting that the Defendant transfer the stocks has been futile.

7. That the Refusal to transfer the stocks is a breach per the executed Master Loan Agreement and requiring a break up fee of 5% of the pledged collateral.

8. CAUSES OF ACTION.

BREACH OF CONTRACT BY DEFENDANT

9. Plaintiff incorporates into this cause of action paragraph 1 through to 7
10. The Defendant Chengyu Fang breached the contract when they refused to transfer the Pledged collateral. The refusal to transfer the Pledged collateral per the Master Loan agreement is a breach and calls for a 5% break up fee, thus entitling the Plaintiff to recover under the agreement.

BREACH OF IMPLIED COVEENANT OF GOOD FAITH AND FAIR DEALING.

11. Plaintiff incorporates into this cause of action paragraph 1 through to 12
12. The Defendants breached the implied covenant of good faith and fair dealing when they failed to transfer the pledged collateral to the Depository broker per the MLA. This does not allow the Plaintiff to take actions that will safeguard and preserve the loan as part of its compliance and general risk management strategy, thereby, limiting the Plaintiff's ability to perform the contract, and hindering the performance of the whole contract, thus entitling the Plaintiff to recover under the contract.

PRAYER FOR RELIEF.

Wherefore, Plaintiff prays the Court to grant him relief as follows:

1. For General Damages according as to the first cause of action;
2. For damages in the amount of \$1,100,000 one million, one hundred thousand being the break up fee;
3. Damages for lost expectation income;
4. For damages according to proof as to the second cause of action;
5. For compensatory damages;
6. For all other damages deemed appropriate by the court.

DEMAND FOR JURY TRIAL.

Plaintiffs therefore demand jury trial on all triable issues.

This 12th day of November, 2018
ENO



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CERTIFICATE OF SERVICE

I , Esther Oise, Counsel for Plaintiff, on this 12th day of December, 2018, served Defendant, true copies of the Complaint and Summons at the address below:

Chengyu Fang
Room B & C, 31F, Block B, Billion Center,
No 1 Wang Kwong Road, Kowloon Bay,
Hong Kong China



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